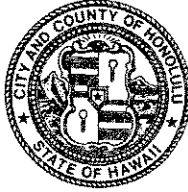


POLICE DEPARTMENT
CITY AND COUNTY OF HONOLULU

801 SOUTH BERETANIA STREET
HONOLULU, HAWAII 96813 - AREA CODE (808) 529-3111
<http://www.honoluluupd.org>
www.honolulu.gov

MUFI HANNEMANN
MAYOR



BOISSE P. CORREA
CHIEF

GLEN R. KAJIYAMA
PAUL D. PUTZULU
DEPUTY CHIEFS

OUR REFERENCE CT-TA

November 8, 2005

The Honorable Donovan Dela Cruz, Chair
and Members of the City Council
Honolulu City Council
530 South King Street
Honolulu, Hawaii 96813

Dear Chair Dela Cruz and Councilmembers:

Subject: RESOLUTION AUTHORIZING THE MAYOR AND CHIEF OF POLICE OF
THE CITY AND COUNTY OF HONOLULU TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE HAWAII NATIONAL
GUARD

Transmitted herewith for your review and approval is a resolution authorizing the Mayor and Chief of Police of the City and County of Honolulu to enter into a Memorandum of Understanding (MOU) with the Hawaii National Guard (HING) for the purpose of utilizing support services provided by the Counterdrug Support Program for drug eradication and interdiction operations in the State of Hawaii.

The objective of this MOU is to establish mutual conditions, procedures, responsibilities, authorities, and constraints on the employment of HING personnel, aircraft, and other resources while participating in drug eradication and interdiction operations with the Honolulu Police Department.

Upon adoption of the proposed resolution, we will enter into the Memorandum of Understanding with the Hawaii National Guard for the objective described. Attached is diskette number HPDNVHNG.R05.

RECEIVED

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CITY CLERK
HONOLULU, HAWAII

The Honorable Donovan M. Dela Cruz, Chair
and Members of the City Council
Page 2
November 1, 2005

Should you have any questions, please contact Lieutenant Craig Tavares of the
Narcotics/Vice Division at 839-1991.

Sincerely,



BOISSE P. CORREA
Chief of Police

Attachments

APPROVED:



JEFF J. COELHO, Managing Director
Office of the Mayor



RESOLUTION

AUTHORIZING THE MAYOR AND CHIEF OF POLICE OF THE CITY AND COUNTY OF HONOLULU TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HAWAII NATIONAL GUARD TO UTILIZE SUPPORT SERVICES PROVIDED BY THE COUNTERDRUG SUPPORT PROGRAM FOR DRUG ERADICATION AND INTERDICTION OPERATIONS CONDUCTED BY THE HONOLULU POLICE DEPARTMENT IN THE STATE OF HAWAII

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, requires that when carrying out the provisions of any intergovernmental agreement, all applications and/or amendments thereof, statistical data programs, reports or other official communications which support the application and which are required to be provided by the City and County of Honolulu or its component departments to any other governmental or quasi-governmental agency shall first be presented to the City Council for its review and approval prior to its transmittal; and

WHEREAS, the Honolulu Police Department (hereinafter the HPD) and the Hawaii National Guard (hereinafter the HING) have cooperated in the past toward the common goal of law enforcement throughout the State of Hawaii; and

WHEREAS, the HING is prepared to make available to the HPD its personnel, aircraft, and other resources in support of the HPD's counterdrug operations, including, but not limited to, aerial and ground reconnaissance, surveillance, and transportation; and

WHEREAS, the HING is prepared to make available these support services at no cost to the HPD pursuant to a Memorandum of Understanding, which upon approval shall continue in effect from year to year thereafter until terminated in writing by either the HPD or the HING; and

WHEREAS, Section 12(b) of the City's operating budget ordinance 05-014, relating to single purpose monies, provides that single purpose monies for which no appropriation has been made are appropriated in amounts and for the purposes for which they are contracted or received, provided that the receipt and expenditure of such monies are authorized by the Council resolution; and

WHEREAS, a copy of the Memorandum of Understanding is attached hereto as Exhibit A, and by reference made a part of this resolution; now therefore,

HPDINVHNG.R05



CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. _____

RESOLUTION

BE IT RESOLVED by the Council of the City and County of Honolulu, State of Hawaii, that the Mayor and Chief of Police or duly authorized representative is hereby authorized to enter into a Memorandum of Understanding with the HING to utilize their support services and participate in counterdrug operations occurring within the state and execute any incidental or related agreements and documents in furtherance of the above agreement so long as such agreements and documents do not incur additional obligations on the part of the City; and

BE IT FURTHER RESOLVED that the receipt and expenditure of monies pursuant to the acceptance of the funds is hereby authorized, and said monies are hereby appropriated; and

BE IT FINALLY RESOLVED that the Clerk be, and she is hereby directed to forward copies of the resolution to the Chief of Police, the Narcotics/Vice Division, and the Legislative Liaison Office, Honolulu Police Department, 801 South Beretania Street, Honolulu, Hawaii 96813, and the Hawaii National Guard Counterdrug Support Office, 3949 Diamond Head Road, Honolulu, Hawaii 96816-4495.

INTRODUCED BY:

DATE OF INTRODUCTION:

Honolulu, Hawaii

Councilmembers

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ADJUTANT GENERAL
STATE OF HAWAII
AND
HONOLULU POLICE DEPARTMENT**

SUBJECT: Participation of Hawaii National Guard (HING) Personnel in Drug Eradication Interdiction Operations

1. **PURPOSE.** This memorandum sets forth the procedures agreed to by the Adjutant General (TAG), State of Hawaii and the Honolulu Police Department (HPD) regarding the HING support of HPD operations in the State of Hawaii effective on date of final approval upon signatures and shall continue in effect from year to year thereafter until terminated in writing by either party. Both signatories hereby represent that they have the authority to obligate their respective governmental entity to the provisions of this agreement.

2. **OBJECTIVE.** To establish mutual conditions, procedures, responsibilities, authorities, and constraints on the employment of HING personnel, aircraft and other resources in support of HPD operations.

3. **MISSION.** HING will provide personnel, aircraft and other resources, subject to funding and military mission requirements, in support of HPD Counterdrug operations. This includes aerial and ground reconnaissance, surveillance and transportation support.

4. **LIMITATIONS:**

a. Use of HING personnel will be limited to operations associated with the primary mission as defined in paragraph 3 of this memorandum.

b. Any variation in the primary mission or additional tasking must first be authorized by the TAG through the Counterdrug Coordinator, Hawaii National Guard, (808) 732-0209.

c. The TAG in his sole discretion retains the right to recall the HING personnel and equipment in the event of higher priority federal, state, military or emergency disaster missions.

5. **POLICIES AND PROCEDURES:**

a. All missions described within the memorandum will be accomplished with the personnel of the HING in Title 32, U.S. Code, Section 502 status.

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b. HING personnel supporting HPD will report all information relating to drug operations to the HIDTA office in a timely manner.

c. HING personnel supporting HPD will provide all information relating to drug operations to the HING Counterdrug Coordinator Officer who in turn will provide information to the TAG and National Guard Bureau (NGB).

d. Information gathered and furnished by members of the HING in support of HPD will be treated as confidential and for official use only. This information may only be shared with authorized personnel who have an official need to know or access to such information.

e. Information reported during a support mission for law enforcement purposes may be disclosed for adverse actions, civil, or criminal judicial purposes under Hawaii statutory law with the concurrence of HPD.

f. HPD will provide initial and follow-up information and training as appropriate to carry out the mission. Any training will be considered as opportunity training (broaden HING personnel skills) as long as it is associated with the mission should the HPD representative deem it appropriate.

g. The HING may provide, as appropriate and available, one or more of the services listed below in response to requests for assistance from HPD.

MISSION CATEGORY No. 1 – PROGRAM MANAGEMENT

Mission 1. Counterdrug Coordinator, Liaison, and Management

MISSION CATEGORY No. 2 – TECHNICAL SUPPORT

Mission 2a. Linguist Support (Translator Support)
Mission 2b. Intelligence Analyst Support
Mission 2c. Operational/Investigative Case Support
Mission 2d. Communications Support
Mission 2e. Engineer Support
Mission 2f. Subsurface/Diver Support

MISSION CATEGORY No. 4. – COUNTERDRUG-RELATED TRAINING

Mission 4. Training LEA/Military Personnel

MISSION CATEGORY No. 5. – RECONNAISSANCE/OBSERVATION

Mission 5a. Surface Reconnaissance
Mission 5b. Aerial Reconnaissance

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MISSION CATEGORY No 6. – DEMAND REDUCTION SUPPORT

Mission 6a. Community Based Demand Reduction Support
Mission 6b. Educational Institution Demand Reduction Support
Mission 6c. Informational Demand Reduction Support
Mission 6d. Leadership Development
Mission 6e. Coalition Development

6. MEDIA COVERAGE:

a. Information released to the media concerning HING assistance or participation in counterdrug support operations to HPD will be coordinated between HPD and HING public affairs officers. If necessary, coordination will be made with the Department of Defense (DoD) Public Affairs Office.

b. HING personnel or specific units will not be identified by name, address, or photograph unless cleared by the HING public affairs officer. Identification of HING personnel may be necessary during the court litigation process. In addition, HPD personnel will not be identified by name, address, or photograph unless cleared by the HPD public affairs office.

7. SPECIFIC PROCEDURES:

a. HING procedures for accomplishing these missions will be defined in appropriate directives or other publications including, but not limited to:

- (1) NGR 500-2;
- (2) all states letters/memos;
- (3) Counterdrug Support Office standard operating procedures (SOPs);
- (4) military field manuals (FMs), technical manuals (TMs), and appropriate mission training plans (MTPs).

b. HING personnel will avoid conducting law enforcement duties such as arrests, searches and seizures unless authorized by state law or exigent circumstance in which immediate action is necessary to protect federal, state, local, federal law enforcement officers, HING personnel, or other persons from death or serious bodily injury; to prevent the loss or destruction of evidence; or to prevent the escape of a criminal suspect already in custody.

8. SPECIAL PROVISION:

The United States Government, through its Department of Public Safety, acknowledges that it has requested the State of Hawaii and its HING to provide helicopters, equipment and personnel in support of the Department of Public Safety counterdrug operations conducted by and that the Department of Public Safety will realize substantial benefits from such support. The Department of Public Safety understands and agrees that the operational control over the counterdrug operations shall remain in exclusive control of the Department of Public Safety and that the

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Department of Public Safety shall at all times retain control over the Department of Public Safety employees. The Department of Public Safety acknowledges that the United States may only be held liable for the negligent or wrongful acts or omissions of its agent and employees while acting within the scope of their employment to the extent permitted by the Federal Tort Claims Acts (FTCA) 28 U.S.C. 2671-2680 and under other applicable federal and state laws. The Department of Public Safety also acknowledges that the United States may only be held liable for workers' compensation benefits to its employees injured on the job to the extent permitted by the Federal Employees Compensation Act (FECA), 5 U.S.C. 8101-8150.

9. SAFETY:

The Hawaii National Guard Counterdrug Support Program OIC/NCOIC shall prepare a risk assessment for each mission as part of the mission's preparation. Each mission will be reviewed and care will be taken to reduce the risks faced by all the individuals involved. The law enforcement agency will provide all available information to aid the Hawaii National Guard Counterdrug Support Program to accurately evaluate and prepare for the mission. National Guard personnel will take no unnecessary risks in accomplishing the mission.

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MUFI HANNEMANN
Mayor
City and County of Honolulu

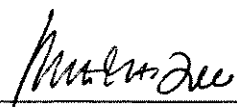
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BOISSE P. CORREA
Chief of Police
Honolulu Police Department

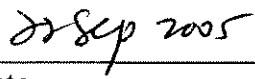
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CORPORATION COUNSEL
City and County of Honolulu

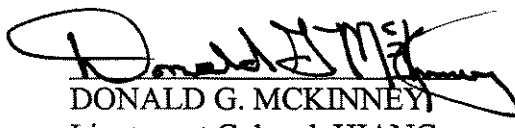
Date




ROBERT G.F. LEE
Major General(HI), HIARNG
Adjutant General



Date



DONALD G. MCKINNEY
Lieutenant Colonel, HIANG
Staff Judge Advocate



Date